

STATE OF NORTH CAROLINA

VANESSA THOMAS,  
Employee.

v.

NORTH CAROLINA DEPARTMENT  
OF THE SECRETARY OF STATE  
Employer.

GENERAL RELEASE

THIS AGREEMENT OF GENERAL RELEASE (Release) is made and entered into by and between Vanessa Thomas, Plaintiff-Employee (hereinafter "Employee"), and the North Carolina Department of the Secretary of State, Defendant-Employer (hereinafter "Employer").

WHEREAS, on or about July 1, 2015, Employee suffered an alleged injury by accident or an occupational disease, arising out of and in the course of employment with Employer; and

WHEREAS, Employee filed with the North Carolina Industrial Commission a claim for workers' compensation benefits, in which Employee contends that Employee is entitled to compensation for disability; and

WHEREAS, the Employee and Employer entered into an agreement and compromise to settle the workers' compensation claim, which included the execution of a Release. By means of a single lump sum payment by Employer to Employee, pursuant to the provisions of the North Carolina Workers' Compensation Act, and subject to the approval of the North Carolina Industrial Commission the parties agreed to settle the workers' compensation claim (which agreement is entitled "Compromise Settlement Agreement and Release - I.C# 16-011780"); additionally, the parties also agree that the Employer will pay Employee's portion of the clincher filing fee as consideration for the execution of this Release by the employee.

WHEREAS, Employee and Employer have determined that it was in each of their best interests to settle and compromise any disputes concerning her employment with Employer upon certain terms and conditions, as follows:

1. Employee was resigned from employment with Employer effective October 7, 2016.
2. Employee agrees not to seek re-employment with Employer, nor to accept any offer of employment from Employer. The parties also agree and acknowledge that Employee is not waiving claims or rights that Employee may have after the execution of this Agreement, but that she has contractually agreed not to apply for employment with Employer, and this Agreement shall constitute a complete bar to any claim that Employee may have should Employee apply for employment with Employer in the future and not be hired.
3. As consideration for this agreement, Employer agrees to pay Employee's share of the

mediator's fee in connection with the October 5, 2016, mediation. Employer will not seek reimbursement of Employee's share of the mediator's fee from the settlement proceeds.

4. For the consideration listed in paragraph 3 above, and under the conditions noted above, Employee, for herself and her spouse, heirs, executors, administrators and assigns, hereby irrevocably and unconditionally forever releases and discharges the Employer, and their predecessors, successors, affiliates, benefits plans, assigns, administrators, employees, representatives and agents from any and all actual or potential claims, demands, actions, causes of action or liabilities of any kind or nature, whether known or unknown, related to or arising out of her employment with Employer.

5. Employee agrees that the persons and entities released above in paragraph 4 may plead this Release as a complete bar to any action or suit before any court or administrative body with respect to any claim released herein.

6. The existence and execution of this Release shall not be considered and shall not be admissible in any proceeding, as an admission by Employer, or its agents or employees, of any liability, error, violation or omission.


7. Nothing herein will affect any rights Employee may have to apply for or receive retirement, short or long-term disability or other employment benefits earned during employment with Employer, and to which Employee may be otherwise entitled from the State of North Carolina.

8. Nothing herein will affect any rights Employee has for reimbursement of any unused sick, vacation or bonus leave days (effective as of the date of resignation) that she may be entitled to from the State of North Carolina.

9. Employee represents that she has received the advice of counsel for the settlement of the Workers' Compensation claim and this Release, and acknowledges that Employer's payment of Employee's portion of the mediator's fee is adequate consideration for this Release.

10. Employee represents that she has carefully read and fully understands all the provisions of this Release, and that she is entering into this Release freely and voluntarily.

SO AGREED AND ENTERED, this the 10<sup>th</sup> day of Nov, 2016.

  
Vanessa Thomas  
S.S. # \*\*\*-\*\*-7953